

December 13, 2022

Board of County Commissioners of Tulsa County
218 West 6th Street 7th Floor
Tulsa, Oklahoma 74103

INCOG is pleased to submit the attached C-PACE Assessment Contract associated with the redevelopment of the Historic Sinclair Building, located at 6 E 5th Street, Tulsa, OK; with recommendation Tulsa County approve the \$4,300,000.00 agreement for the purpose of investments in energy efficiency and water conservation improvements to the property.

Based on our thorough review of the application package and supplemental documentation, the eligible improvements and property requirements stipulated in the Act and the Resolution, the project qualifies as eligible for C-PACE financing in Tulsa County, Oklahoma. The application and relevant documents are retained on file at INCOG and available for County review at any time.

INCOG offers this recommendation in its capacity as Tulsa County's designated C-PACE administrator, per agreement No. CFM #20212352 dated October 25, 2021.

The C-PACE Assessment Contract is recommended for 12/19/22 Board of County Commissioners approval and execution under the Tulsa County C-PACE Program.

Project Summary

Property Name	Sinclair Building
Property Address	6 E 5 th Street, Tulsa OK 74103
Property Owner	TEAPOT LANDLORD, LLC
Property ID	00500-92-01-39790
C-PACE Capital Provider	Greenworks Lending LLC (Nuveen Green Capital)
C-PACE Financing Amount	\$4,300,000
Term	29
Property Type	Currently vacant office, historical renovation to multifamily
Summary of Improvements	Energy efficiency and water conservation measures, including lighting fixtures, electrical, door, and window upgrades, and low GPF toilets
Renovation or New Construction	Renovation
Other	Title commitment for the property includes listed encroachments by improvements on the property on surrounding parcels and/or rights of way. These include signs, planters, benches, awnings, a fire escape, and iron gate.
Submitted for approval and contract execution:	December 19, 2022, BOCC Agenda GREENWORKS LENDING LLC (capital provider) and TEAPOT LANDLORD, LLC (property owner) – C-PACE Assessment Contract for \$ 4,300,000.00 of energy efficiency and water conservation improvements.

Sincerely,


Nancy Graham
Program Administrator

Enclosures: Assessment Contract

APPROVED AS TO FORM:


ASSISTANT DISTRICT ATTORNEY

CMF# 20222220

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), is made and entered into this 20th day of December, 2022 (the “Effective Date”) by and among **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA**, in the State of Oklahoma (the “County”), **GREENWORKS LENDING LLC**, a Delaware limited liability company, and its successors and assigns (“Capital Provider”), and between **TEAPOT LANDLORD, LLC**, an Oklahoma limited liability company, and its successors and assigns (“Property Owner”), and is made a part of that certain Financing Agreement, dated December 20, 2022 made by and between Capital Provider and Property Owner (“Financing Agreement”).

RECITALS

WHEREAS, Property Owner is the owner of certain real property located at 6 East 5th Street in Tulsa, in the County of Tulsa, Oklahoma (as further described on **Exhibit A** attached hereto, the “Property”);

WHEREAS, the County established the Tulsa County Property Assessed Clean Energy Program by Amended Resolution CMF# 20210298 on February 16, 2021 (the “Program Resolution”) pursuant to the Oklahoma Energy Independence Act, 19 O.S. §§ 460.1 – 460.7, specifically, 19 O.S. § 460.5 (the “Act”), for the purpose of establishing and administering a commercial property assessed clean energy (“C-PACE”) program within the County (the “Program”);

WHEREAS, The County entered into an agreement with the Indian Nations Council of Governments (“INCOG”), dated October 25, 2021 in which the County selected INCOG as the initial program administrator and adopted the Oklahoma C-PACE Program Guidelines (“Program Guidelines”).

WHEREAS, in order to induce the Capital Provider to make the Financing, as defined herein, to the Property Owner, the Property Owner has requested the County enter into this Contract to impose a C-PACE Assessment on the Property to be benefited by the Project, in accordance with 19 O.S. § 460.5, which C-PACE Assessment will secure and provide for repayment of the Financing from the Capital Provider, all as herein defined;

WHEREAS, Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens on the Property, if any, to the Financing, as hereinafter defined in this Contract;

WHEREAS, Property Owner intends to make energy-efficiency, energy source, water conservation, or building resiliency improvements (as such improvements are authorized in Okla. Stat. tit. 19 § 460.5D and the Program Resolution and further described in the Program Guidelines) at the Property, as described on **Exhibit B** attached hereto (the “Project”);

WHEREAS, Capital Provider has been selected by Property Owner to provide financing to Property Owner, pursuant to the Act and the Program Resolution, in the amount of Four Million

Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00) (the “Financing”), the proceeds of which will be used to fund the Project;

WHEREAS, Capital Provider is a qualified third-party capital provider that has been selected by Property Owner to provide financing pursuant to Okla. Stat. tit. 19 § 460.5A and the Program Resolution;

WHEREAS, Capital Provider and Property Owner desire the Capital Provider to collect and receive the sums payable under this Contract and the Financing Agreement, including statutory delinquent interest and reasonable costs and legal fees incurred to enforce a delinquent unpaid Annual Assessment, as provided in this Contract, the Program Resolution and the Act, notwithstanding any interest or fees due to the County Treasurer under Sections 10 and 11 of the Program Resolution;

WHEREAS, the Capital Provider and Property Owner have requested the County to i) enter into this Contract, and ii) to record this Contract in the Office of the Tulsa County Clerk;

WHEREAS, the County is authorized to enter into this Contract pursuant to the Act and the Program Resolution.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Financing and collection arrangements among Capital Provider, Property Owner and the County, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Capital Provider, Property Owner and the County agree as follows:

1. Defined Terms. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“Annual Assessment” means the portion of the Financing Amount that is due in a particular year inclusive of all accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Financing, as more fully described in Sections 2 and 5 hereof and as shown on Exhibit C.

“Capital Provider Parties” shall have the meaning set forth in Section 12(a) hereof.

“County” shall have the meaning given to it in the Preamble to this Contract; however, when necessary to effectuate the intent of the parties with respect to this Contract, “County” may also mean the departments, agencies, employees, contractors, and other parties working on behalf of the County or the local government of the County of Tulsa, Oklahoma.

“County Recorder” means the office of the County Clerk for Tulsa County, Oklahoma.

“County Treasurer” means the office of the Treasurer for Tulsa County, Oklahoma.

“C-PACE Assessment” means the aggregate amount of all Annual Assessments, which Annual Assessments shall be levied by the County as municipal contractual assessments pursuant to 19 O.S. § 460.5.

“Financing” shall have the meaning set forth in the Recitals above.

“Financing Agreement” shall have the meaning set forth in the Preamble above.

“Financing Amount” means the outstanding amount of all principal, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, delinquent interest rate charges, prepayment premiums or administrative expenses related to the Financing, including without limitation, the administrative fees set forth in the Program Guidelines and any and all other administrative fees to be paid to the County or Capital Provider by Property Owner in connection with the Financing. As of the Effective Date, the Financing Amount is Four Million Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00).

“Property” shall have the meaning set forth in the Recitals above.

“Tax Sale Proceeds” means the proceeds due and owing Capital Provider resulting from the disposition of the Property by the County Treasurer in a sale for delinquent ad valorem property taxes or other special assessments.

2. Levy of C-PACE Assessment. As of December 31, 2024, and each year thereafter for the term identified herein, the Annual Assessment, which runs with the property with respect to the Property, shall be invoiced to the Property Owner by the Capital Provider or its designated agent. Property Owner agrees to repay all Financing Agreement obligations through the Annual Assessment which is due and payable in semi-annual installments on the same dates as the Property’s tax bill. The amount and repayment of the C-PACE Assessment, as determined by the Capital Provider, are as follows: an installment payment plan is in effect for the payment of the C-PACE Assessment, and is based on the initial principal amount of the C-PACE Assessment of \$4,300,000.00, with interest thereon at a fixed rate equal to 6.18% per annum, calculated on the basis the actual number of days elapsed over a 360-day period, plus any capitalized interest or any additional fees and expenses agreed upon in the Financing Agreement, with installments of principal and interest due and payable pursuant to the payment schedule of Annual Assessments (the “Payment Schedule”) attached hereto as Exhibit C. As evidenced in Exhibit C, the term of the C-PACE Assessment will be 29 years. The Financing shall be repaid in full no later than March 31, 2053 (the “Maturity Date”). Upon the Maturity Date or receipt by the Capital Provider of the full Financing Amount, and upon written confirmation from the Capital Provider that the C-PACE Assessment has been repaid in full, the County will release the C-PACE Assessment by recording a release of C-PACE Assessment lien with the Tulsa County Clerk’s Office.

3. Payments. The Financing Amount shall be payable in Annual Assessments, as more particularly set forth in Section 5 and Exhibit C to this Contract, ending upon payment in full of the Financing Amount and all other charges, fees, expenses and other amounts due under this Contract and the Financing Agreement. The amounts of the Annual Assessments are based on the

Financing Amount as of the Effective Date, but may also include delinquent interest and expenses as further described in Section 8 of this Contract.

4. Consent to C-PACE Assessments.

(a) By entering into this Contract in an open public meeting, the County is by such act levying the Annual Assessments set forth herein, which shall be collected directly from the Property Owner by the Capital Provider. Upon execution of this Contract, and payment of the required recording fees, the County will cause an original or certified copy of this Contract to be recorded against the Property in the office of the County Recorder.

(b) Property Owner hereby agrees and acknowledges: (i) that the Property is subject to the C-PACE Assessment and consents to the levy of the Annual Assessments; and (ii) that Property Owner shall pay the Annual Assessments when due pursuant to the terms set forth in this Contract and the Financing Agreement; (iii) that the C-PACE Assessment is a lien on the Property as provided in the Act and the Program Resolution which shall run with the Property and shall have the same priority and status as a lien for unpaid ad valorem real property taxes (“C-PACE Lien”); and (iv) such lien of the C-PACE Assessment shall not be extinguished by virtue of a sale by the county for delinquent property taxes or other special assessments.

5. Annual Assessments.

(a) The Capital Provider or its designated agent shall diligently bill and collect the Annual Assessments pursuant to this Contract. The respective amounts of each of the Annual Assessments are set forth on **Exhibit C**.

(b) Property Owner hereby agrees to pay the property tax bills and Annual Assessments for the Property during the Term of this Contract in a timely fashion, but not later than the date required by law. The Property Owner hereby understands and agrees to pay Annual Assessments to the Capital Provider or its designated agent, and acknowledges that it is not considered paid until Capital Provider is in receipt of payment.

6. Financing Amount; Prepayment.

(a) Property Owner may only prepay the Financing as set forth in the Financing Agreement. Pursuant to the Financing Agreement, the prepayment requirements and/or prepayment premium that apply are as follows:

If the Financing is prepaid:	The pre-payment premium will be, as a percentage of the principal amount to be prepaid:
Through and including the third (3 rd) anniversary of the Effective Date	5%
Following the third (3 rd) anniversary of the Effective Date through and including the fifth (5 th) anniversary of the Effective Date	3%

Following the fifth (5 th) anniversary of the Effective Date through and including the tenth (10 th) anniversary of the Effective Date	1%
Following the tenth (10 th) anniversary of the Effective Date	0%

Any request for prepayment must be received no later than thirty (30) days prior to the date of an Annual Assessment installment. In the event of a prepayment request, the Capital Provider shall provide within thirty days a written quote to the Property Owner, certifying the current outstanding principal balance, any prepaid principal, interest fees, and prepayment premium. Upon receipt of good funds from the Property Owner in the amount contained within the written quote, the Capital Provider shall certify to the Property Owner and County the remaining outstanding principal, interest, fees and prepayment premium by recording an amended version of this Contract with a revised payment schedule in the Office of the Tulsa County Clerk. No prepayment shall be effective, and no funds paid by Property Owner will be applied to the Financing Amount, unless and until Capital Provider receives the full Financing Amount.

7. Collection of Annual Assessments; Payments to Capital Provider.

The County shall refuse to receive any payment due the Capital Provider.

8. Delinquent Annual Assessment.

(a) If Property Owner fails to pay all or part of any Annual Assessment when due, the C-PACE Lien shall be enforced in the same manner and with the same priority as the enforcement by a holder of any bond or coupon related to a lien for unpaid assessments, as provided by Oklahoma law, the Act and the Program Resolution. If any Annual Assessment remains unpaid for six (6) months after payment is due, Capital Provider may file an action in the district court of Tulsa, Oklahoma to foreclose the C-PACE Lien of such delinquent unpaid Annual Assessment inclusive of accrued statutory delinquent interest, which shall accrue at the same rate as a late payment penalty for delinquent ad valorem taxes, and reasonable legal fees. Annual Assessments shall continue to be levied notwithstanding Property Owner's failure to pay all or part of any past Annual Assessment, such that the Capital Provider or its designated agent shall continue to bill Annual Assessments, including default interest to be paid to Capital Provider, until the Financing Amount, including all accrued and unpaid interest, is paid in full. Judgment in an action to enforce the C-PACE Lien shall order the Property to be sold in the manner and form as foreclosure of mortgages on real estate, with appraisal. The sale shall be subject to existing taxes and special assessments, as well as additional Annual Assessments and related accrued interest which remain unpaid at the time of such sale. Any such action shall not accelerate repayment of the unpaid balance of the C-PACE Assessment which has not yet come due on the Property.

(b) Property Owner and Capital Provider hereby acknowledge that notwithstanding the foregoing or any other provision of law, the County Treasurer, in a sale for delinquent ad valorem property taxes or other special assessments, may collect in

that sale delinquent Annual Assessments, inclusive of penalties and fees, that are currently due or in arrears, or both, and remit the Tax Sale Proceeds to the Capital Provider. The County agrees to separately account for the delinquent Annual Assessment and shall remit the collected Tax Sale Proceeds to the Capital Provider no later than ten (10) business days after receipt. Notwithstanding the foregoing, the County Treasurer may, pursuant to the Program Resolution, collect fees for costs incurred in such enforcement in an amount to be fixed by the Board of County Commissioners and which shall be deposited with the County Treasurer as required by law.

(c) Upon forced sale of the Property, initiated either by the Capital Provider through the enforcement mechanisms set forth in this Section, or by the County through sale for delinquent ad valorem property taxes or other special assessments, the party initiating the sale shall provide notice, pursuant to Section 15 of this Contract, to each party to this Contract within ten (10) days of the first action taken to initiate such forced sale.

(d) Notwithstanding any other provision of law, if the County takes title to a property subject to a C-PACE Assessment, Property Owner and Capital Provider hereby acknowledge and agree that the responsibility for expenses associated with the preservation of the property is governed by the Act. While Annual Assessments may continue to accrue, inclusive of any interest or penalties, and may not be extinguished, the County, as a mere titleholder, shall not be required to pay such Annual Assessments or related interest or penalties if it does not otherwise use or lease the Property.

(e) In the event the County mistakenly receives any fees or funds from Property Owner in conjunction with financing, the County will follow its existing procedures to return payment to Property Owner.

9. Re-Levy of Assessment. If the County shall have omitted to record, make, assess or properly authorize Capital Provider to collect any C-PACE Assessments or Annual Assessments when it is required by this Contract or by the Act or the Program Resolution, or if any C-PACE Assessment or Annual Assessments have not been properly recorded or levied, then the County shall take all necessary steps to remediate, including but not limited to causing existing C-PACE Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those C-PACE Assessments otherwise to be levied or assessed against the Property.

10. Indemnification of the County.

(a) To the fullest extent permitted by law, the Property Owner, including its successors and assigns, hereby agrees to indemnify, defend and hold harmless Tulsa County, the Board of County Commissioners of the County of Tulsa, its agents, servants, employees, consultants, representatives and/or the elected officials of Tulsa County, (collectively, "Indemnified Parties") from and against any and all claims, actions, lawsuits, damages, penalties, judgments or liabilities, including without limitation attorneys' fees and litigation expenses, arising in any manner from the Project which is the subject of the Financing, the Property, the Contract, the Financing Agreement, and/or any negligent or tortious act, error, omission or performance breach attributable, or alleged to be

attributable, in whole or in part to the Property Owner, including its successors and assigns, or any of their personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Property Owner now existing, or to be created, including their agents and employees for whose acts any of them might be liable. In no event shall the Property Owner make any admission of guilt or liability on behalf of the County without the County's prior written consent. The terms and provisions of this indemnification agreement shall survive the termination of this Contract. Nothing herein waives the County's or its employees' defense of immunity from suit as provided by Oklahoma Law.

(b) To the fullest extent permitted by law, the Capital Provider, including its successors and assigns, hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, actions, lawsuits, damages, penalties, judgments or liabilities, including without limitation reasonable attorneys' fees and litigation expenses, arising in any manner from the Project which is the subject of the Financing, the Property, the Contract, the Financing Agreement, and/or any negligent or tortious act, error, omission or performance breach attributable, or alleged to be attributable, in whole or in part to the Capital Provider, including its successors and assigns, or any of their personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Capital Provider now existing, or to be created, including their agents and employees for whose acts any of them might be liable. Nothing in this Section 10(b) shall require Capital Provider to indemnify any party from any loss or damages arising from the negligence or intentional actions of the Property Owner. Additionally, the Capital Provider is under no obligation to indemnify the Indemnified Parties from responsibility for its own fraud, or willful injury to the person or property of another or violation of law, whether willful or negligent. In no event shall the Capital Provider make any admission of guilt or liability on behalf of the County without the County's prior written consent. The terms and provisions of this indemnification agreement shall survive the termination of this Contract. Nothing herein waives the County's or its employees' defense of immunity from suit as provided by Oklahoma Law.

11. Default and Remedy Against County. If County shall default in the performance of any covenant or agreement on its part contained in this Contract and shall fail to cure such default within sixty (60) days after written notice thereof has been received by County from the Property Owner or the Capital Provider, a "County Default" shall be deemed to have occurred under this Contract. Upon the occurrence of a County Default, and if the Property Owner or the Capital Provider, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Capital Provider, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Capital Provider shall have the right to seek to recover money damages against County, including any costs or fees (including attorneys' fees), incurred by the Property Owner or the Capital Provider in enforcing or attempting to enforce this Contract. Neither the occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the Annual Assessments and all other costs hereunder when the same shall become due and payable. The County's right to

indemnification set forth in Section 10 above shall not apply to an action against it for specific performance.

12. Waiver of Claims against Capital Provider.

(a) For and in consideration of Capital Provider's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Capital Provider and any and all officials, agents, employees, attorneys and representatives of Capital Provider (collectively, the "Capital Provider Parties"), and fully and irrevocably releases the Capital Provider Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Capital Provider Parties and accruing from or related to the liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Capital Provider Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to liabilities arising from Capital Provider's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Financing Amount or any portion thereof, the payment of the Financing Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

13. Representations and Warranties of the Property Owner.

(a) The Property Owner represents and warrants to the County and to the Capital Provider that the Property and the Project meet all of the eligibility requirements for the Program set forth in the Program Guidelines.

(b) The Property Owner represents and warrants to the County and to the Capital Provider that the Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Oklahoma, with power under the laws of the State of Oklahoma to carry on its business as now being conducted, and is duly qualified to do business in the State of Oklahoma; and the Property Owner has the power and authority to own the Property and to carry out its obligation to complete the Project.

(c) The Property Owner represents and warrants to the County and to the Capital Provider that the Property Owner holds the exclusive legal and equitable title to 100% of the ownership interests in the Property and the Project located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the C-PACE Assessment as provided herein.

(d) The Property Owner represents and warrants to the County and to the Capital Provider that the execution and delivery of this Contract and the consummation of

the transactions contemplated hereby have been duly authorized by all requisite action, and this Contract has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms.

14. Representations and Warranties of the Capital Provider.

(a) The Capital Provider represents and warrants to the County that the Capital Provider is duly formed and validly existing as a limited liability company under the laws of the State of Delaware and has all requisite power and authority under the Financing Agreement and such laws to conduct its business as now being conducted, and has experience in the market for commercial property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Financing contemplated by this Contract.

(b) The Capital Provider represents and warrants to the County that Capital Provider has made its own independent investigation of the Property Owner, the terms of this Contract, the nature of the assessment created hereby and the assessment lien, and is not relying on the County, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Capital Provider has not received, and is not relying on, any representations of the County with respect to the Act and Program Resolution, the Property Owner, Property, the Project, the Financing, this Contract, the assessment lien and/or Oklahoma law.

15. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service; or (d) sent by confirmed electronic mail to the parties at their respective email addresses indicated herein. The respective addresses to be used for all such notices, demands or requests are as follows:

- (a) If to Property Owner, to:
- Teapot Landlord, LLC
110 W 7th Street, Suite 900
Tulsa, OK 74119
Attention: Warren E. Ross

or to such other person or address as Property Owner shall furnish to Capital Provider and the County in writing.

- (b) If to Capital Provider, to:
- Greenworks Lending LLC
c/o Nuveen Green Capital
19 Old Kings Highway South, Suite 200

Darien, Connecticut 06820
Attention: Alexandra Cooley

or to such other person or address as Capital Provider shall furnish to Property Owner and the County in writing.

(c) If to the County, to:

Board of County Commissioners of Tulsa County
218 W. Sixth Street
Tulsa, OK 74119
Attention: Terry Simonson

or to such other person or address as the County shall furnish to Property Owner and Capital Provider in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

16. Assignment or Sale by Capital Provider. Property Owner and the County agree that Capital Provider may, at its option, assign the Financing, and its rights and obligations under the Financing (including this Contract and the Financing Agreement). Property Owner, the County and Capital Provider acknowledge and agree that there are no limitations on the right of Capital Provider to assign its interests in the Financing to an assignee and agree that rights cannot be assigned separately from the obligations.

17. Program Administrator. Property Owner and Capital Provider agree that the County may engage a program administrator to fulfill its obligations under this Contract, provided that the County shall remain liable for its obligations hereunder and any funds received by the County and/or County Treasurer pursuant to Section 8(b) of this Contract, notwithstanding fees collected by the County Treasurer pursuant to the Program Resolution and Section 8(b) of this Contract, will be remitted directly to Capital Provider. The Capital Provider will provide the Program Administrator, or in the event there is no Program Administrator, the County, the requisite fees and an original or certified copy of this Contract as well as a release of C-PACE Assessment lien, as applicable, for recordation with the County Recorder.

18. Continued Validity. Nothing in this Contract, including the rights, duties, obligations, and remedies of any party hereto, shall be impaired as a result of any subsequent law or resolution enacted by the County.

19. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Financing Agreement, the provisions of this Contract shall control.

20. Compliance with Laws. Property Owner and Capital Provider hereby agree to comply with all applicable federal, state and local lending and disclosure requirements now in effect and with the provisions of the Act and the Program Resolution, as in effect on the Effective Date.

21. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

22. Amendment. This Contract may be amended only by a writing signed by Property Owner, Capital Provider and the County. Except for the specific Contract provision that is amended, the Contract remains in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the amendment.

23. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

24. Transferability; Notice to Future Owners. Property Owner, Capital Provider and the County agree that the obligations of this Contract are covenants that shall run with the property and be binding on all future owners of the Property, and that all successor owners of the Property are taking the Property subject to the C-PACE Lien and by taking title to the Property all successor owners assume the obligations of the Property Owner under this Contract.

25. Governing Law; Venue. This Contract is governed by and construed in accordance with the laws of the State of Oklahoma. The parties to this contract agree and consent that the exclusive venue for any claims, demands, or litigation concerning or related the subject of this contract will be in the state and federal courts located in Tulsa County, Oklahoma.

26. Waiver. **THIS CONTRACT REFLECTS THE PROPERTY OWNER'S AGREEMENT TO THE IMPOSITION OF THE ASSESSMENTS AND THE LIEN OF THE ASSESSMENTS. THE PROPERTY OWNER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY OTHERWISE APPLICABLE REQUIREMENTS OF THE OKLAHOMA CONSTITUTION OR ANY OTHER PROVISION OF OKLAHOMA LAW FOR THE IMPOSITION OF THE ASSESSMENTS. THE PROPERTY OWNER HEREBY WAIVES ITS RIGHT TO REPEAL THE ASSESSMENTS BY INITIATIVE OR ANY OTHER ACTION, OR TO FILE ANY LAWSUIT OR OTHER PROCEEDING TO CHALLENGE THE ASSESSMENTS OR ANY ASPECT OF THE PROCEEDINGS OF THE COUNTY, THE COUNTY TREASURER AND CAPITAL PROVIDER UNDERTAKEN IN CONNECTION WITH THE PROGRAM. THE PROPERTY OWNER HEREBY AGREES THAT THE PROPERTY OWNER AND ITS SUCCESSORS IN INTEREST TO FEE TITLE IN THE PROPERTY SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF THE PROJECT. THE PROPERTY OWNER HEREBY ACKNOWLEDGES THAT THE PROPERTY OWNER WILL BE RESPONSIBLE FOR PAYMENT OF THE ASSESSMENTS REGARDLESS OF**

**WHETHER THE PROJECT IS PROPERLY INSTALLED, OPERATED, MAINTAINED
OR PERFORMS AS EXPECTED.**

[Signature Page Follows]


IN WITNESS WHEREOF, this Contract is executed by the parties as of the date first written above.

PROPERTY OWNER:

TEAPOT LANDLORD, LLC,
an Oklahoma limited liability company

By: Teapot Manager, LLC, an Oklahoma limited liability company, its Manager

By: Teapot Manager SLM, LLC, an Oklahoma limited liability company, its Manager

By: 
Name: Warren E. Ross
Title: Manager

STATE OF OKLAHOMA)
)
 ss.:
COUNTY OF Tulsa)

On this the 14 day of December, 2022, before me Jamia Matthews, the undersigned officer, personally appeared Warren E. Ross, Manager of Teapot Manager SLM, LLC, an Oklahoma limited liability company, Manager of Teapot Manager, LLC, an Oklahoma limited liability company, Manager of Teapot Landlord, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and that he acknowledged the same to be his free act and deed, before me, in his capacity as said Manager.




Commissioner of the Superior Court/ Notary Public
My Commission Expires: 05-01-2024

IN WITNESS WHEREOF, this Contract is executed by the parties as of the date first written above.

CAPITAL PROVIDER:

GREENWORKS LENDING LLC,
a Delaware limited liability company



By: _____
Name: Linda Baxter
Title: Legal Assistant and Contracts Administrator

ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss. Darien
COUNTY OF FAIRFIELD)

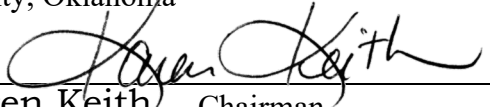
The foregoing instrument was acknowledged before me this 14th day of December, 2022, by Linda Baxter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which she acted, executed the instrument. She is the Legal Assistant and Contracts Administrator of GREENWORKS LENDING LLC, a Delaware limited liability company, and she acknowledged, signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.



~~Notary Public~~ Commissioner of the Superior Court

IS HEREBY AGREED TO this 19th day of December 2022.

Board of County Commissioners, Tulsa
County, Oklahoma

By: 
Karen Keith, Chairman

ATTEST:





_____, Tulsa County Clerk

APPROVED AS TO FORM:


ASSISTANT DISTRICT ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot Eight (8), Block One Hundred Forty-eight (148), ORIGINAL TOWN, now CITY OF TULSA, State of Oklahoma, according to the recorded Plat thereof.

For information purposes only, the property address is purported to be:
6 East 5th St., Tulsa, OK 74103

EXHIBIT B

DESCRIPTION OF PROJECT

Description of Improvement	Improvement Type (Energy Efficiency, Energy Source, Water Efficiency, Building Resiliency)	Cost of Improvement (\$)	Expected Useful Life (yrs)
Windows/ doors replacement to higher thermal performance windows/doors. All existing exterior windows in good condition will remain and currently provide an assumed R Value of 1. Windows in disrepair will be restored with new insulated glazing providing at least an R Value of 2. New interior storm windows will be installed on the existing single pane windows providing a combined R Value of 1.79. The ground floor storefront systems will replace the old glazing system with a new 1" insulated solarban glazing with a R Value of 3.4.	Energy Efficiency	935,979.00	30
Plumbing fixture upgrades. Replace 1960-70's era fixtures with an estimated 3.5+ GPF to 1.28 GPF water closets.	Water Efficiency	\$10,150.00	30
Lighting fixture upgrade to LEDs at 0.42 W/SF with lighting controls	Energy Efficiency	339,848.55	20
Lighting – electrical wiring to support fixture upgrades	Energy Efficiency	1,200,000.00	30
Eligible soft costs		438,837.91	

EXHIBIT C

PAYMENT SCHEDULE OF ANNUAL INSTALLMENTS

Period	Due Date	Interest Accrual Date	Payment	Interest	Principal	Principal Remaining	Fees (\$)	Total Payment Due
1	12/31/2024	12/31/2024	\$8,119.83	\$8,119.83		\$4,300,000.00	\$300.00	\$8,419.83
2	3/31/2025	6/30/2025	\$133,608.17	\$133,608.17		\$4,300,000.00	\$300.00	\$133,908.17
3	12/31/2025	12/31/2025	\$135,822.67	\$135,822.67		\$4,300,000.00	\$300.00	\$136,122.67
4	3/31/2026	6/30/2026	\$133,608.17	\$133,608.17		\$4,300,000.00	\$300.00	\$133,908.17
5	12/31/2026	12/31/2026	\$135,822.67	\$135,822.67		\$4,300,000.00	\$300.00	\$136,122.67
6	3/31/2027	6/30/2027	\$133,608.17	\$133,608.17		\$4,300,000.00	\$300.00	\$133,908.17
7	12/31/2027	12/31/2027	\$135,822.67	\$135,822.67		\$4,300,000.00	\$300.00	\$136,122.67
8	3/31/2028	6/30/2028	\$134,346.33	\$134,346.33		\$4,300,000.00	\$300.00	\$134,646.33
9	12/31/2028	12/31/2028	\$135,822.67	\$135,822.67		\$4,300,000.00	\$300.00	\$136,122.67
10	3/31/2029	6/30/2029	\$172,874.10	\$133,608.17	\$39,265.93	\$4,260,734.07	\$300.00	\$173,174.10
11	12/31/2029	12/31/2029	\$172,874.10	\$134,582.39	\$38,291.71	\$4,222,442.36	\$300.00	\$173,174.10
12	3/31/2030	6/30/2030	\$172,874.10	\$131,198.32	\$41,675.78	\$4,180,766.58	\$300.00	\$173,174.10
13	12/31/2030	12/31/2030	\$172,874.10	\$132,056.48	\$40,817.62	\$4,139,948.96	\$300.00	\$173,174.10
14	3/31/2031	6/30/2031	\$172,874.10	\$128,635.11	\$44,238.99	\$4,095,709.97	\$300.00	\$173,174.10
15	12/31/2031	12/31/2031	\$172,874.10	\$129,369.83	\$43,504.27	\$4,052,205.70	\$300.00	\$173,174.10
16	3/31/2032	6/30/2032	\$172,874.10	\$126,604.41	\$46,269.69	\$4,005,936.01	\$300.00	\$173,174.10
17	12/31/2032	12/31/2032	\$172,874.10	\$126,534.17	\$46,339.93	\$3,959,596.08	\$300.00	\$173,174.10
18	3/31/2033	6/30/2033	\$172,874.10	\$123,031.25	\$49,842.85	\$3,909,753.23	\$300.00	\$173,174.10
19	12/31/2033	12/31/2033	\$172,874.10	\$123,496.07	\$49,378.03	\$3,860,375.20	\$300.00	\$173,174.10
20	3/31/2034	6/30/2034	\$172,874.10	\$119,948.29	\$52,925.81	\$3,807,449.39	\$300.00	\$173,174.10
21	12/31/2034	12/31/2034	\$172,874.10	\$120,264.63	\$52,609.47	\$3,754,839.92	\$300.00	\$173,174.10
22	3/31/2035	6/30/2035	\$172,874.10	\$116,669.13	\$56,204.97	\$3,698,634.95	\$300.00	\$173,174.10
23	12/31/2035	12/31/2035	\$172,874.10	\$116,827.55	\$56,046.55	\$3,642,588.40	\$300.00	\$173,174.10
24	3/31/2036	6/30/2036	\$172,874.10	\$113,806.60	\$59,067.50	\$3,583,520.90	\$300.00	\$173,174.10
25	12/31/2036	12/31/2036	\$172,874.10	\$113,191.48	\$59,682.62	\$3,523,838.28	\$300.00	\$173,174.10
26	3/31/2037	6/30/2037	\$172,874.10	\$109,491.53	\$63,382.57	\$3,460,455.71	\$300.00	\$173,174.10
27	12/31/2037	12/31/2037	\$172,874.10	\$109,304.26	\$63,569.84	\$3,396,885.87	\$300.00	\$173,174.10
28	3/31/2038	6/30/2038	\$172,874.10	\$105,546.91	\$67,327.19	\$3,329,558.68	\$300.00	\$173,174.10
29	12/31/2038	12/31/2038	\$172,874.10	\$105,169.66	\$67,704.44	\$3,261,854.24	\$300.00	\$173,174.10
30	3/31/2039	6/30/2039	\$172,874.10	\$101,351.25	\$71,522.85	\$3,190,331.39	\$300.00	\$173,174.10
31	12/31/2039	12/31/2039	\$172,874.10	\$100,771.93	\$72,102.17	\$3,118,229.22	\$300.00	\$173,174.10
32	3/31/2040	6/30/2040	\$172,874.10	\$97,423.87	\$75,450.23	\$3,042,778.99	\$300.00	\$173,174.10
33	12/31/2040	12/31/2040	\$172,874.10	\$96,111.25	\$76,762.85	\$2,966,016.14	\$300.00	\$173,174.10
34	3/31/2041	6/30/2041	\$172,874.10	\$92,159.06	\$80,715.04	\$2,885,301.10	\$300.00	\$173,174.10
35	12/31/2041	12/31/2041	\$172,874.10	\$91,137.04	\$81,737.06	\$2,803,564.04	\$300.00	\$173,174.10
36	3/31/2042	6/30/2042	\$172,874.10	\$87,111.41	\$85,762.69	\$2,717,801.35	\$300.00	\$173,174.10
37	12/31/2042	12/31/2042	\$172,874.10	\$85,846.29	\$87,027.81	\$2,630,773.54	\$300.00	\$173,174.10
38	3/31/2043	6/30/2043	\$172,874.10	\$81,742.52	\$91,131.58	\$2,539,641.96	\$300.00	\$173,174.10
39	12/31/2043	12/31/2043	\$172,874.10	\$80,218.82	\$92,655.28	\$2,446,986.68	\$300.00	\$173,174.10
40	3/31/2044	6/30/2044	\$172,874.10	\$76,452.02	\$96,422.08	\$2,350,564.60	\$300.00	\$173,174.10
41	12/31/2044	12/31/2044	\$172,874.10	\$74,246.50	\$98,627.60	\$2,251,937.00	\$300.00	\$173,174.10
42	3/31/2045	6/30/2045	\$172,874.10	\$69,971.44	\$102,902.66	\$2,149,034.34	\$300.00	\$173,174.10
43	12/31/2045	12/31/2045	\$172,874.10	\$67,880.83	\$104,993.27	\$2,044,041.07	\$300.00	\$173,174.10
44	3/31/2046	6/30/2046	\$172,874.10	\$63,511.76	\$109,362.34	\$1,934,678.73	\$300.00	\$173,174.10
45	12/31/2046	12/31/2046	\$172,874.10	\$61,110.05	\$111,764.05	\$1,822,914.68	\$300.00	\$173,174.10
46	3/31/2047	6/30/2047	\$172,874.10	\$56,641.00	\$116,233.10	\$1,706,681.58	\$300.00	\$173,174.10
47	12/31/2047	12/31/2047	\$172,874.10	\$53,908.38	\$118,965.72	\$1,587,715.86	\$300.00	\$173,174.10
48	3/31/2048	6/30/2048	\$172,874.10	\$49,605.54	\$123,268.56	\$1,464,447.30	\$300.00	\$173,174.10
49	12/31/2048	12/31/2048	\$172,874.10	\$46,257.01	\$126,617.09	\$1,337,830.21	\$300.00	\$173,174.10
50	3/31/2049	6/30/2049	\$172,874.10	\$41,568.61	\$131,305.49	\$1,206,524.72	\$300.00	\$173,174.10
51	12/31/2049	12/31/2049	\$172,874.10	\$38,110.09	\$134,764.01	\$1,071,760.71	\$300.00	\$173,174.10
52	3/31/2050	6/30/2050	\$172,874.10	\$33,301.39	\$139,572.71	\$932,188.00	\$300.00	\$173,174.10
53	12/31/2050	12/31/2050	\$172,874.10	\$29,444.71	\$143,429.39	\$788,758.61	\$300.00	\$173,174.10
54	3/31/2051	6/30/2051	\$172,874.10	\$24,508.04	\$148,366.06	\$640,392.55	\$300.00	\$173,174.10
55	12/31/2051	12/31/2051	\$172,874.10	\$20,227.87	\$152,646.23	\$487,746.32	\$300.00	\$173,174.10
56	3/31/2052	6/30/2052	\$172,874.10	\$15,238.82	\$157,635.28	\$330,111.04	\$300.00	\$173,174.10
57	12/31/2052	12/31/2052	\$172,874.10	\$10,427.11	\$162,446.99	\$167,664.05	\$300.00	\$173,174.10
58	3/31/2053	6/30/2053	\$172,873.65	\$5,209.60	\$167,664.05		\$300.00	\$173,173.65